

March 17, 2021



**SENT VIA ELECTRONIC MAIL**

The National Law Firm  
**Attention: Mr. Colby Burt**  
570 Crown Oak Centre Drive  
Longwood, FL 32750-6187

RE: Insured: Billie & William Griffin  
Claim #: 0002108959  
Date of Loss: July 26, 2019  
Loss Location: 128 Poplar Street, Gadsden, TN 38337

Dear Mr. Burt:

This letter will serve as a follow up on the above styled claim.

On December 30, 2019, American Select Insurance Company ("American Select") received initial notice of a claim for water damage to our policyholder's property. The damages were reported to have occurred on or about July 26, 2019. In addition, American Select received your letter notifying of your representation of Mr. and Mrs. Griffin with regards to this claim. Your letter provided authorization to contact your client's directly to coordinate any inspections of the property.

American Select immediately contacted the insured to begin its investigation of the loss. During our initial conversation with Mr. Griffin, he confirmed that the loss occurred on July 26, 2019. He further advised that the floor and vanity in the bathroom of the dwelling sustained water damage resulting from a leaking supply line to the commode. Mr. Griffin informed us that he cleaned and dried up the water that had escaped onto the floor himself and did not feel it necessary to involve a water mitigation company.

Mr. Griffin was offered the option to participate in American Select's preferred contractor program and accepted. On December 21, 2019, John H. Allen Company, a certified water restoration company inspected the property, scoped the damages and prepared an estimate to complete the necessary repairs. John H. Allen Company's estimated totaled \$3,990.99 and consisted of replacing the vinyl flooring and underlayment, replacement of the vanity, replacement of affected insulation in the crawl space and repair and refinishing of a portion of the hallway hardwood flooring at the entrance to the bathroom. Following the receipt of the estimate, American Select issued payment to the Griffins on February 4, 2020 in the amount of \$2,458.55. This payment represented the Actual Cash Value of the John H. Allen Company repair estimate after application of the policy's \$1,000 deductible.

John H. Allen Company confirmed that they could complete the repairs due to the water leak for the amount that they estimated. However, the Griffin's chose not to retain John H. Allen Company to complete the repairs.

Nothing further was heard from either you or the Griffins regarding the matter until December 14, 2020 at which time, American Select received your email which included a report and estimate from USA Damage Response Team ("USA DRT"). USA DRT was asked, presumably by you to evaluate the sanitary drainage system at the Griffin's home. Based on their inspection, USA DRT prepared an estimate totaling \$34,444.37 to replace the home's sanitary drainage system.

Following receipt of this information, American Select requested the opportunity to re-inspect the property. On January 25, 2021, Mr. Anthony Firriolo, P.E. an engineer with EFI Global accompanied an American Select representative to the property and performed an inspection of the property. Mr. Griffin was present at the time of the inspection and provided information on the loss including advising that the water supply line to the toilet leaked for approximately two days at or around the date of loss.

Based on his inspection of the bathroom, engineer Firriolo reached the following conclusions.

- If the leak lasted approximately two days as reported, the leak would be considered short-term and no damage to the subfloor or floor framing would be expected. This was consistent with observations made at the site.
- The vinyl flooring was damaged by the water leak and should be removed and replaced. No other damage that was attributed to the water leak were observed.
- Prior to installing the new flooring, additional screws should be installed on the subfloor to eliminate any squeaking.
- The cabinet did not exhibit any damage characteristic of exposure to moisture.
- The relative moisture readings on the bathroom floor revealed elevated readings adjacent to the toilet which is expected due to a deteriorated wax ring and/or splashing water. The elevated moisture readings were not caused by the subject event.
- The relative moisture readings along the south and west walls did not reveal elevated moisture.
- No active leaks in the plumbing, drain lines and or water supply line were noted within the crawl space.

Based on our investigation, American Select feels that the insured has been fully compensated for repairs necessary to the bathroom as a result of the water leak which occurred on or about July 26, 2019. Our prior estimate and subsequent payment included costs to replace the vinyl flooring, underlayment, vanity and insulation as well as repair of the hardwood flooring in the hallway outside the bathroom. These damages exceed the scope of damages determined by the engineer to be a result of the commode supply line leak. Therefore, no further consideration will be given the damages in the bathroom outside an any potential recoverable depreciation based on our original estimate that may be presented at the time the repairs are completed and proper supporting documentation is submitted.

Also, as part of our inspection on January 25, 2021, the engineer inspected the crawlspace of the property and the following observations were made:

- The floor framing consisted of nominal 2x8s spaced approximately 16 inches on center supported by beams. Insulation was installed between the floor framing throughout the crawl space. A vapor barrier was installed along the crawl space ground surface.
- Previous re-leveling attempts were noted at random locations within the crawl space
- No dark stains characteristic of long-term exposure to moisture were noted on the floor framing and/or subfloor. No elevated moisture readings were obtained on the floor framing beneath the bathroom.
- No evidence of water and/or ponding were noted on the vapor barrier beneath the pipes, drain lines and/or water supply.

Our investigation and inspection of the plumbing system and sanitary drain system revealed no active leaks or evidence of damages resulting from direct physical loss or damage from a covered cause of loss.

We would refer you to the policy of insurance with American Select Insurance Company bearing policy number WNP 033832N with effective dates of July 2, 2019 through July 2, 2020 and specifically the Tennessee Wespak Combined Policy Form, WN 5014 12/18 which reads in pertinent part as follows:

#### **TENNESSEE WESPAK COMBINED POLICY**

...

#### **SECTION II PROPERTY (OTHER THAN AUTO)**

##### **A. Coverage A – Dwelling**

##### **1. We cover:**

- a. The dwelling on the *residence premises* shown in the Declarations, including structures attached to the dwelling; and
- b. Materials and supplies located on or next to the *residence premises* used to construct, alter or repair the dwelling or other structures on the *residence premises*.

...

#### **SECTION II – PERILS INSURED AGAINST**

We insure against direct physical loss to property described in Coverages **A**, **B** and **C**.

We do not insure, however, for loss:

**A. Under Coverages A, B and C:**

1. Excluded under Section II – Exclusions

2. Caused by:

...

e. Any of the following:

...

(1) Wear and tear, marring, deterioration;

(2) Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;

(3) Smog, rust or other corrosion, or dry rot;

...

**SECTION II – EXCLUSIONS**

**A.** We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

...

**5. Neglect**

Neglect means neglect of an *insured* to use all reasonable means to save and preserve property at and after the time of a loss.

...

**B.** We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

...

3. Faulty, inadequate or defective:

- a. Planning, zoning, development, surveying, siting;
- b. Design specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- c. Materials used in repair, construction, renovation or remodeling; or
- d. Maintenance;

of part or all of any property whether on or off the *residence premises*.

The policy language contained above has been provided to assist you with your review. While these provisions have been taken directly from the identified coverage form, their inclusion here is not intended to substitute or replace the actual insurance policy.

As highlighted under Perils Insured Against above, we insure against directly physical loss to the dwelling. In this case, you have provided an estimate to replace the plumbing system and other charges associated with replacing the plumbing system which not affected or damaged from the leaking supply line. Our investigation determined that no direct physical loss or damage has occurred to the plumbing system of the Griffin's home. Our investigation indicates that the damages to the plumbing system is due a combination of age-related wear and tear, deterioration, latent defect, inherent vice, rust or other corrosion or maintenance which are not covered under the policy of insurance.

For these reasons, we must advise you that coverage will not be applicable for the damages to the home's plumbing system and other charges associated with the replacement of the plumbing system.

American Select has made a good faith payment to the Griffins for the reasonable and necessary repairs to the bathroom resulting from the commode supply line leak.

At this time, we would also like to inform you of the Suit Against Us Condition contained with the Tennessee Wespak Combined Policy form, WN 5013 12/18 which reads as follows:

### CONDITIONS

**O. Suit Against Us.** No legal action shall be brought against us unless there has been compliance with all the provisions of the policy. In addition, no legal action shall be brought against us:

...

- 2. Under Section II, unless the action is started within two years after the date of the loss or damage.

...

Please be advised that nothing done by American Select Insurance Company, or anyone acting on its behalf, relating to its investigation of the claimed loss and/or determination of damage and/or coverage is or should be construed as an admission of liability on the part of American Select Insurance Company. American Select Insurance Company has and will continue to reserve each and every right, condition, exclusion and defense pursuant to the policy of insurance and applicable law.

If you have any questions regarding this matter, please contact us.

Sincerely,

Jack M. Johnson



Jack Michael Johnson

Senior Property Claims Rep Field

JMichaelJohnson@westfieldgrp.com

One Park Circle | P.O. Box 5005 | Westfield Center, OH 44251

**p** 800-243-0210 ext. 4796062 | **m** 304-588-5536